



AGENDA OF THE SPECIAL SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
TO BE HELD IN THE NICOLA-STOUFER ROOM
AT 115 W. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, APRIL 26, 2016

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Special Session to be held at 6:00 P.M., Tuesday, April 26, 2016 to be approved as proposed or amended.

PRESENTATION FROM THE PUBLIC - Please limit comments to 3 Minutes.

NEW BUSINESS & CONSIDERATION OF HEARINGS, ORDINANCES & RESOLUTIONS

Discussion and Consideration of Proceeding with YMCA Referendum.

Discussion and Consideration of a Resolution Setting a Date for Consultation and a Date for a Public Hearing on Amendment #3 – Unified Commercial Urban Renewal Plan (YMCA)

Discussion and Consideration of a Solid Waste RFP for FY17-19

Discussion and Consideration of First Reading of an Ordinance Amending the Code of the City of Washington, Iowa, Chapter 69.08 “No Parking” – Lincoln Elementary School PickUp/Drop Off Zone.

Closed Session per Iowa Code 21.5j (Purchase of Real Estate)

MAYOR & COUNCILPERSONS

Sandra Johnson, Mayor
Brendan DeLong
Kerry Janecek
Jaron Rosien
Kathryn Salazar
Millie Youngquist
Russ Zieglofsky

ADJOURNMENT

Illa Earnest, City Clerk

COPY

*Brent Hinson, City Administrator
Sandra Johnson, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney*



*215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax*

Memorandum

April 14, 2016

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

Re: Schedule for Possible YMCA Referendum

I have attached a proposed schedule for the possible YMCA referendum process. It ends up being relatively complicated due to the need to amend the Urban Renewal Plan in order to use the process discussed with our bond counsel. This process alone takes 30 days or more, and while some of that process can overlap with the work on the bond proceedings, we are very tight against the deadline for setting an election for August 2. Referendum questions must be approved not less than 45 clear days prior to the election, so the last possible date to approve this is technically Thursday, June 16. By this schedule, we are complete by May 31.

City of Washington
Schedule for YMCA Referendum Legal Proceedings

<u>Step</u>	<u>Task</u>	<u>Responsible Parties</u>	<u>Tentative Date</u>
1	Preparation/review of Urban Renewal Plan	Hinson/Olson	April 14, 2016 Complete
2	Preparation of legal proceedings for approval of UR Plan	Olson	By April 22, 2016
3	Council sets date for public hearing on UR Plan for May 31 at 6 PM	City Council	April 26, 2016
4	Complete negotiation of Development Agreement (DA)	Hinson/ Olson/ YMCA	By April 29, 2016
5	Mailing to affected taxing entities, including copy of UR Plan	Hinson	By April 29, 2016
6	Council sets date for public hearing on DA for May 31 at 6 PM	City Council	May 3, 2016
7	Consultation with Board of Supervisors and Board of Education	Hinson	May 17, 2016 at 1 PM
8	Submit hearing notices to Washington Evening Journal for publication	Hinson	By May 20
9	Hearing notices published	Journal	By May 24
10	Bond proceedings and ballot language resolution completed & submitted to City	Ahlers	By May 24
11	Preparation of petition calling for special election with eligible voter signatures equivalent to 10% of last general city election	YMCA Supporters	By May 31
12	Hearing on UR Plan & adoption of plan	City Council	May 31, 2016 at 6 PM
13	Hearing on DA & adoption of agreement	City Council	May 31, 2016 at 6 PM
14	Consideration of initiating bond proceedings	City Council	May 31, 2016 at 6 PM
15	Review & consideration of petition for special election	City Council	May 31, 2016 at 6 PM
16	Consideration of resolution setting date for special election and approving ballot language	City Council	May 31, 2016 at 6 PM
17	Special election held	County Auditor	August 2, 2016

RESOLUTION NO. _____

RESOLUTION SETTING A DATE FOR CONSULTATION AND A DATE FOR A PUBLIC HEARING ON THE PROPOSED AMENDMENT NO. 3 TO THE WASHINGTON UNIFIED COMMERCIAL URBAN RENEWAL PLAN.

WHEREAS, the City Council of the City of Washington has heretofore deemed it necessary and desirable to prepare Amendment No. 3 (the "Amendment") to the Washington Unified Commercial Urban Renewal Plan (the "Urban Renewal Plan"); and

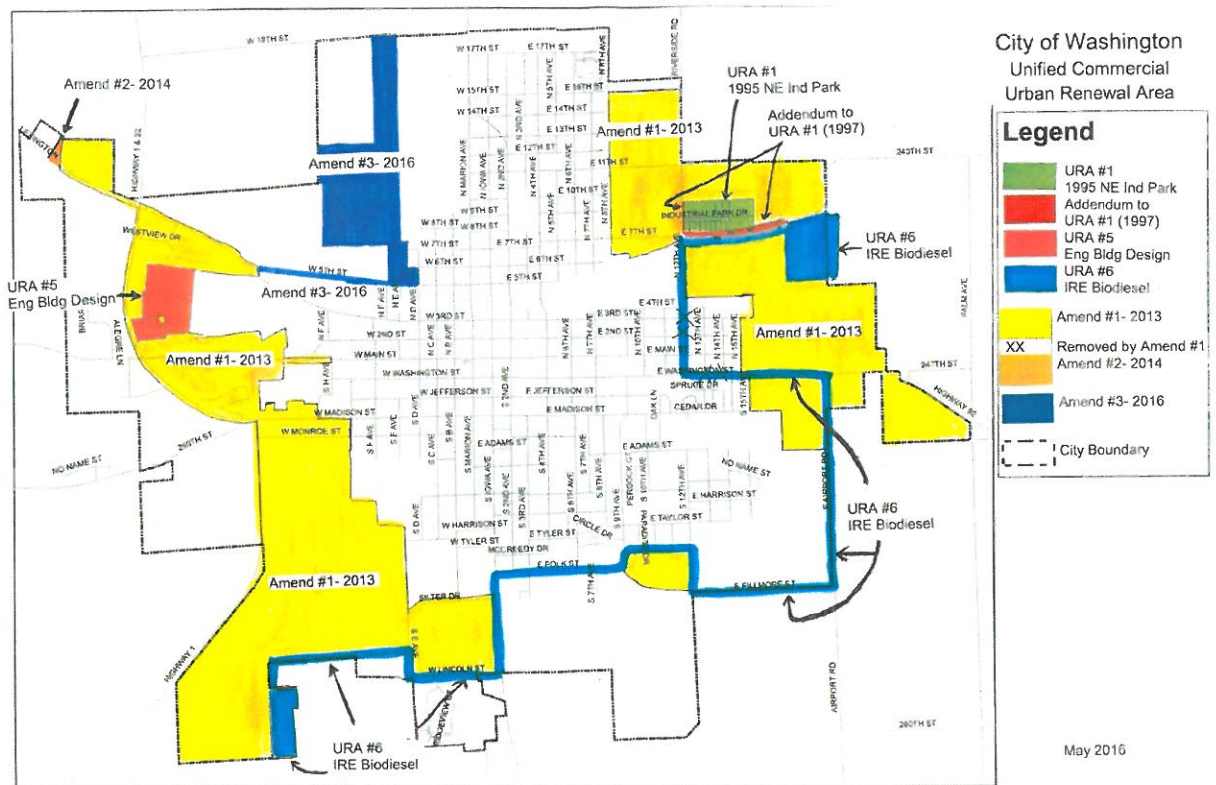
WHEREAS, the City Administrator, with advice from the City Attorney, has prepared said Amendment to the Urban Renewal Plan; and

WHEREAS, Chapter 403 of the Code of Iowa requires prior to passage of an Urban Renewal Plan Amendment, the holding of a consultation among the affected taxing entities and the publication and holding of a public hearing.

WHEREAS, the form of Public Notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A PROPOSED
AMENDMENT NO. 3 TO THE WASHINGTON UNIFIED COMMERCIAL URBAN
RENEWAL PLAN FOR AN URBAN RENEWAL AREA
IN THE CITY OF WASHINGTON, STATE OF IOWA

The City Council of the City of Washington, State of Iowa, will hold a public hearing before itself at its meeting which commences at 6:00 o'clock P.M. on May 31, 2016 in the Nicola-Stoufer Room, Washington Free Public Library, 115 West Washington Street, Washington, Iowa, to consider adoption of a proposed Amendment No. 3 to the Washington Unified Commercial Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Washington, State of Iowa, generally depicted in the following map:



which land is to be included as part of this amended Urban Renewal Area.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Washington, Iowa.

The City of Washington, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the development of recreational facilities and related developments in the Urban

Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of such costs may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 3 would add approximately 90 acres of mostly undeveloped land to the area and expand the urban renewal projects that may be undertaken.

The land to be added is legally described as:

West Fifth Street from its intersection with West Third Street to its intersection with North Avenue D;

Auditor's Parcels B and C located in the Southeast Quarter (SE1/4) of Section Seven (7), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian in Washington County, Iowa, as shown in Plat Book 24, Page 324. Excepting therefrom Auditor's Parcel D, containing 48.11 acres as shown in Plat Book 26, page 4;

The northeast quarter (NE ¼) of the northeast quarter (NE ¼) of Section Eighteen (18), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian in Washington County, Iowa;

Commencing at the northeast corner of the southeast quarter (SE ¼) of the northeast quarter (NE ¼) of Section Eighteen (18), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian, thence west 228.6 feet, thence south 695.5 feet, thence south 75° 44' east 219 feet, thence north 54 feet, thence east 132 feet, thence north 691.5 feet, thence west 132 feet to the place of beginning and containing six (6) acres, more or less; Washington County, Iowa; and

Lots numbered Three(3), Four (4), Five (5), Six (6) and Seven (7) in Block Number Four (4) in Margaret M. Young's Second Addition to the Town, now City of Washington, Washington County, Iowa.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Washington, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this 26th day of April, 2016.

/s/ _____

Illa Earnest, City Clerk

By order of the Washington City Council

NOW, THEREFORE, the City Council of the City of Washington, Washington County, Iowa, hereby set a consultation date with affected taxing entities for Tuesday, May 10, 2016 at 1:00 p.m. at City Hall, 215 E. Washington Street, Washington, Iowa 52353. Further, the City Clerk is directed that said Notice of Consultation be sent to the affected taxing entities, along with a proposed copy of said proposed Amendment to the Urban Renewal Plan.

BE IT FURTHER RESOLVED, that the City Council shall hold a public hearing at 6:00 p.m. on Tuesday, May 31st, 2016 on the proposed Amendment to said Urban Renewal Plan. Further, the City Clerk is directed to publish notice of said public hearing as required by law.

Passed and approved this 26th day of April, 2016.

Sandra Johnson, Mayor

ATTEST:

Illa Earnest, City Clerk

**Amendment No. 3 to
Washington Unified Commercial Urban Renewal Plan**



**Washington 1995 Urban Renewal Area #1
Urban Renewal Area #5
Urban Renewal Area #6
Amendment No. 1 to Unified Commercial Plan 2013
Amendment No. 2 to Unified Commercial Plan 2014
Amendment No. 3 to Unified Commercial Plan 2016**

AMENDMENT NO. 3 TO THE WASHINGTON UNIFIED COMMERCIAL URBAN
RENEWAL PLAN

REFERENCE is hereby made to Amendment No. 1 to the City of Washington Unified Commercial Urban Renewal Plan, (the “Urban Renewal Plan”) which was passed and adopted by the Washington City Council on June 5, 2013 and Amendment No. 2 of the Urban Renewal Plan, passed and adopted on June 17, 2014; and

WHEREAS, pursuant to Chapter 403 of the Code of Iowa, cities need to specifically list the Urban Renewal Projects that will be funded using incremental tax revenues; and

WHEREAS, Section J, Paragraph 3 of said Urban Renewal Plan contemplates that the City may enter into Development Agreements to develop an Urban Renewal Project; and

WHEREAS, the YMCA of Washington County intends to construct a \$10 million facility in Washington (the “Project”); and

WHEREAS, the City Council establishes intent to enter into a development agreement for the Project, with the intent of making an Urban Renewal grant in the amount of \$3 million, pending voter approval of the same; and

WHEREAS, the City wishes to incorporate the Project area as well as adjacent City-owned land into the Urban Renewal Area; and

WHEREAS, it is now necessary to amend the Urban Renewal Plan to include these Projects.

NOW, THEREFORE, the Urban Renewal Plan is hereby amended as follows:

1. In Section J, Paragraph 3 of the Urban Renewal Plan, the following Development Agreements are hereby added and incorporated into the Urban Renewal Plan:

YMCA of Washington County Development Agreement with economic development grant, subject to public referendum Construction of \$10 million recreation facility	Grants not to exceed \$3 million
Washington Wellness Park Development of City-owned land, including installation of City-owned infrastructure and site development	Tax increment pledged to debt issuance, not to exceed \$5 million

2. Except as modified by this Amendment No. 3, the original provisions of the Urban Renewal Plan are hereby ratified, affirmed and approved and shall remain in full force and effect.
3. This Amendment No. 3 to the Urban Renewal Plan shall be in full force and effect upon adoption by the City Council.
4. Any parts of the previous Urban Renewal Plan in conflict with the provisions of this Amendment No. 3 are hereby repealed.

EXHIBIT A
Legal Description of Amendment No. 3 Area

Amendment #3 to the Washington Unified Commercial Urban Renewal Plan:
Additions to Existing Unified Commercial Urban Renewal Plan

West Fifth Street from its intersection with West Third Street to its intersection with North Avenue D;

Auditor's Parcels B and C located in the Southeast Quarter (SE1/4) of Section Seven (7), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian in Washington County, Iowa, as shown in Plat Book 24, Page 324. Excepting therefrom Auditor's Parcel D, containing 48.11 acres as shown in Plat Book 26, page 4;

The northeast quarter (NE ¼) of the northeast quarter (NE ¼) of Section Eighteen (18), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian in Washington County, Iowa;

Commencing at the northeast corner of the southeast quarter (SE ¼) of the northeast quarter (NE ¼) of Section Eighteen (18), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian, thence west 228.6 feet, thence south 695.5 feet, thence south 75° 44' east 219 feet, thence north 54 feet, thence east 132 feet, thence north 691.5 feet, thence west 132 feet to the place of beginning and containing six (6) acres, more or less; Washington County, Iowa; and

Lots numbered Three(3), Four (4), Five (5), Six (6) and Seven (7) in Block Number Four (4) in Margaret M. Young's Second Addition to the Town, now City of Washington, Washington County, Iowa.

EXHIBIT B **Map of the Washington Unified Commercial Urban Renewal Area** **(including Original Area and Amendments No. 1, 2 & 3)**

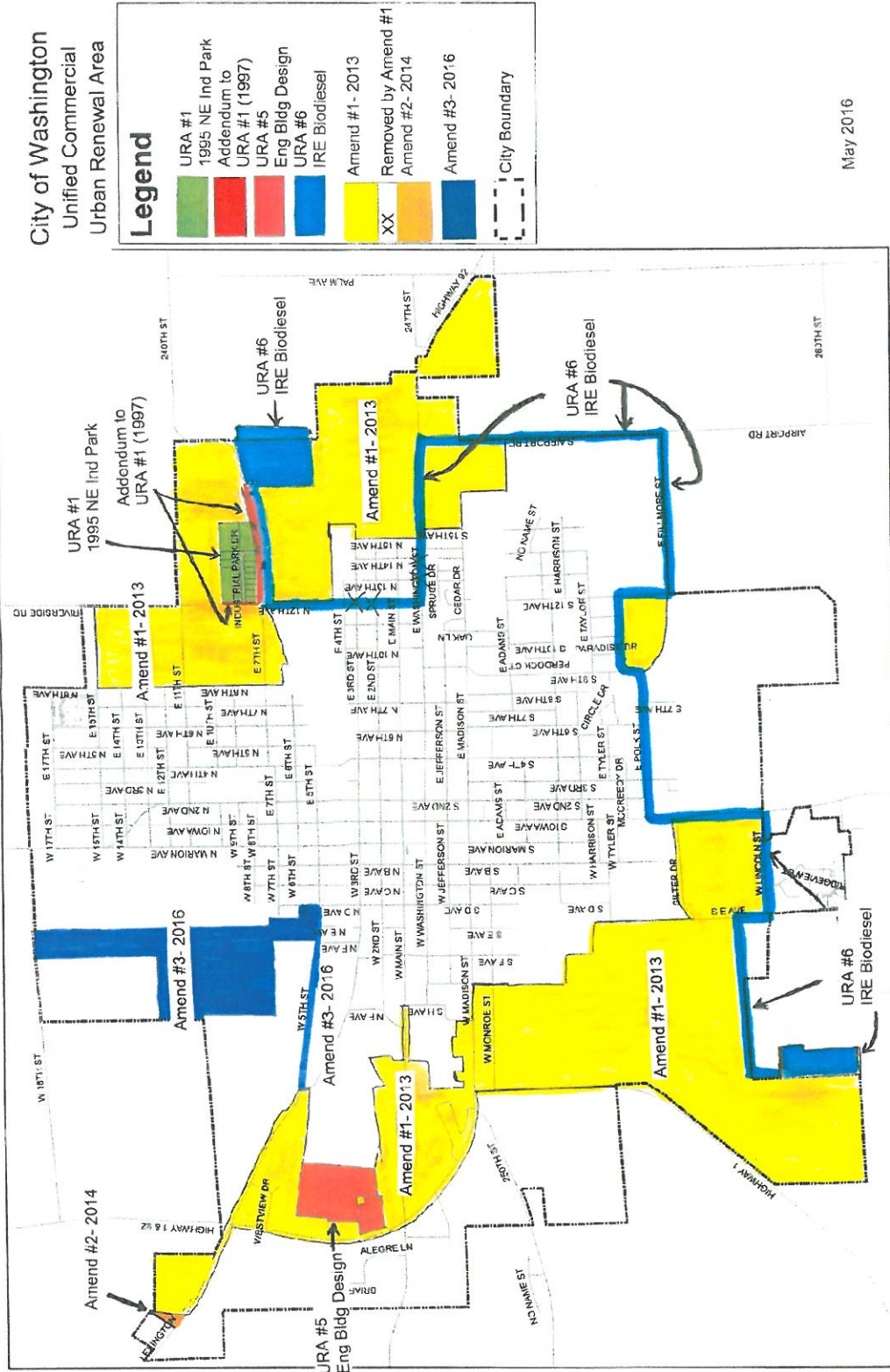


Exhibit C: Project Summary

Washington Unified Commercial Urban Renewal Area

Project Name:	YMCA of Washington County Facility
Location:	600 Block of North Avenue E
Type of Project:	Urban Renewal Grant
Purpose:	Assist in construction of \$10 million facility.
Project Description:	The project will involve construction of a \$10 million recreation center to be operated by the YMCA of Washington County.
Cost not to Exceed Estimate:	\$3,000,000, subject to public referendum
Potential Sources of Funding	Debt Service Levy
Need for TIF Project:	Since it is an economic development project, it would be an appropriate use of TIF funds.
Time Table for Project:	2016-2017
Date of Amendment:	May 2016

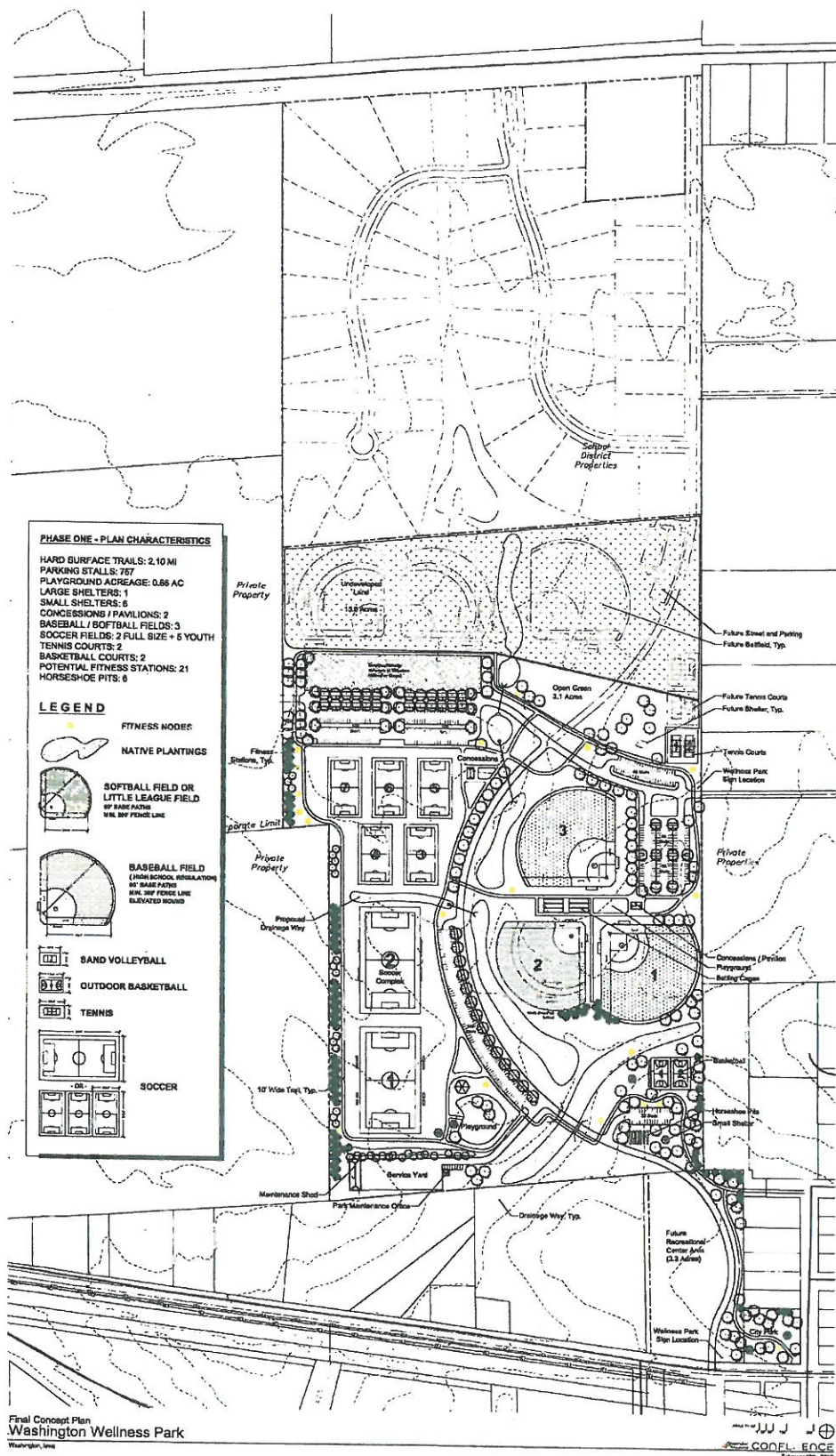


Exhibit D: Project Summary

Washington Unified Commercial Urban Renewal Area

Project Name:	Washington Wellness Park
Location:	700-1000 Block of North Avenue E
Type of Project:	TIF Reimbursement of infrastructure and site development costs.
Purpose:	Construct infrastructure and site improvements for the Washington Wellness Park.
Project Description:	The project will involve eventual development of approximately 75 acres for outdoor recreation purposes.
Cost not to Exceed Estimate:	\$5,000,000
Potential Sources of Funding	Incremental taxes
Need for TIF Project:	Since it is an economic development project, it would be an appropriate use of TIF funds.
Time Table for Project:	2017-2019
Date of Amendment:	May 2016

Site Plan: see next page



Final Concept Plan
Washington Wellness Park
Washington, Iowa

CONF. ENG
February 15th, 2012

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") entered into on this ____ day of _____, 2016, by and between the City of Washington, Iowa, a municipal corporation, (the "City"); and the Young Men's Christian Association of Washington, Inc., an Iowa non-profit corporation (the "Developer").

RECITALS:

1. The City is the owner of certain real property legally described on Exhibit "A" attached to this Agreement and incorporated herein by this reference (the "Development Property").
2. The Development Property is located within the Washington Unified Commercial Urban Renewal Area (the "Urban Renewal Area"), which is an economic development area pursuant to Chapter 403 of the Code of Iowa.
3. The Developer desires to construct an expanded facility on the Development Property (the "Urban Renewal Project") in accordance with the objections of the Washington Unified Commercial Urban Renewal Plan (the "Urban Renewal Plan").
4. The Developer has requested financial assistance from the City in the form of an economic development grant in the amount of not-to-exceed \$3,000,000 (the "Economic Development Grant") to assist in the construction of the Project.
5. Chapters 15A and 403 of the Code of Iowa authorize cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons.
6. The City has agreed to provide the Developer an economic development grant in an amount not-to-exceed \$3,000,000 under the terms and conditions described below.

IN CONSIDERATION of the premises and the mutual obligations of the parties hereto, each party to this Agreement of them does hereby covenant and agree with the other as follows:

A. Referendum required.

Both parties expressly agree that upon the execution of this Agreement, the City shall take all necessary steps to place a question on the ballot to allow the City to issue not-to-exceed \$3 million in general obligation bonds to pay for the Economic Development Grant contemplated herein. Developer agrees to assist in the preparation of a petition for election and in obtaining the necessary signatures, and to see to the delivery of this petition to Washington City Hall no later than May 31, 2016 at 1 PM.

B. Covenants and Obligations of the Developer.

1. The Developer covenants that it has secured at least six million dollars (\$6,000,000.00) in funding to use in the design and construction of the Urban Renewal Project.

2. The Developer expressly agrees that the Developer will continue vigorous fundraising activities after the execution of this Agreement through the construction of the Urban Renewal Project in order to reduce the amount of the Economic Development Grant needed from the City.

3. In the event the Referendum passes with the requisite number of votes, the Developer shall immediately begin final design for the construction of the Urban Renewal Project. The City shall have the right to review and approve the design plans for the Urban Renewal Project. At a minimum, the Urban Renewal Project shall include in part, the construction of a 38,000 square foot recreation center with a six-lane regulation size swimming pool, gymnasium, fitness area, and related appurtenances.

4. Developer shall submit the Urban Renewal Project to the City for review and approval of its Site Plan by the Planning and Zoning Commission and the City Council in compliance with Chapter 164 of the Code of Ordinances of the City of Washington.

5. The Developer expressly agrees to operate the Urban Renewal Project on the Development Property for a period of not less than twenty (20) years from date of this issuance of an occupancy permit for the Urban Renewal Project in accordance with the objectives of the Urban Renewal Plan.

6. The Developer shall cause the Urban Renewal Project to be maintained in a clean and safe manner and in accordance with the standards of other similar YMCA facilities in eastern Iowa.

7. That the Developer shall be responsible for obtaining interim construction financing for the Project.

8. That the Developer shall ensure that residents of the City receive a discount of not less than five dollars (\$5) per month for a family membership versus the typical rate charged to non-residents. Discounts will also be applied on a proportional basis to all other regular member categories and membership terms.

C. City Obligations.

1. Upon the execution of this Agreement, the City Council of the City shall take the necessary steps to cause a referendum to issue Bonds to fund the Economic Development Grant for the Urban Renewal Project.

2. In the event that the Referendum described in Paragraph (A) above received the requisite number of votes for passage, the City shall take all commercially reasonable steps necessary to issue the Bonds in an amount of not-to-exceed \$3,000,000 to fund the Economic Development Grant.

3. Timing of the issuance of Bonds. Subject to the Conditions Precedent listed in Paragraph (D) below, the City and the Developer agree that bond issuance proceedings for the Economic Development Grant will be initiated after a building permit has been obtained for said Urban Renewal Project which shall be used by the Developer to reduce the amount of its permanent financing for the Project.

4. Amount of Economic Development Grant. Both parties expressly agree that the City's contribution of the Economic Development Grant to the City shall be the final monies needed to complete the Project. To that end, the Economic Development Grant shall be computed using the following formula:

Economic Development Grant equals \$11 million (budgeted cost of Urban Renewal Project) or the actual bid cost, whichever is lower, less the amount of fundraising secured by the Developer as of the date of occupancy of the Urban Renewal Project by the Developer. In no event shall the Economic Development Grant exceed \$3 million.

D. Conditions Precedent to Economic Development Grant.

1. Both parties expressly agree that the City intends to fund the Economic Development Grant through the sale of general obligation bonds, and therefore, the City is required to hold a referendum on the proposed sale of said general obligation bonds (the "Bonds") pursuant to Chapters 384 and 403 of the Code of Iowa. In the event that the referendum does not pass with requisite percentage of votes, both parties expressly agree that this Agreement shall terminate and become null and void.

2. Both parties expressly agree that the City shall have no obligation to the Developer under this Agreement to issue the Bonds, or any portion thereof, or to make the Economic Development Grant to the Developer if any of the following conditions exist:

a. Despite using commercially reasonable efforts, the City is unable to complete the sale of the Bonds on such terms and conditions as it shall deem reasonably necessary or desirable; or

b. There has been, or there occurs, a substantial change for the worse in the financial resources and ability of the Developer, or a substantial decrease in the financing commitments secured by the Developer for the construction of the Urban Renewal Project, which changes or makes it substantially more likely, in the reasonable judgment of the City, that the Developer will be unable to fulfill its covenants and obligations under this Agreement; or

c. The Developer has not secured at least \$6 million in fundraising, which in the sole judgment of the City to enable the Developer to construct said Urban Renewal Project with the Economic Development Grant.

E. Reimbursement of Costs by the Developer. As part of this Agreement, the Developer agrees to reimburse the City for any and all costs to pursue this Development Agreement, Referendum, and issuance of Bonds necessary to fund the Economic Development Grant, which shall include, but not be limited to, attorneys' fees incurred by the City from its City Attorney and its bond counsel; bond issuance financial advisory services, all publication and recording fees; the costs of the special election necessary to issue the Bonds and any other costs that the City would not incur if this Urban Renewal Project was not constructed with City financial assistance. The Developer shall pay any and all invoices for reimbursement to the City upon invoice, and expressly agrees that non-passage of the referendum does not relieve the Developer of the duty to reimburse said actual costs.

F. Events of Default of Developer; Remedies of the City.

1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by the Developer to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.
- (b) The holder of any Mortgage on the Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents.
- (c) The Developer shall:
 - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - (ii) make an assignment for the benefit of its creditors; or
 - (iii) admit in writing its inability to pay its debts generally as they become due; or
 - (iv) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing (i) the adjudication of the Developer as bankrupt or insolvent, or (ii) its

reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or part thereof, shall be appointed in any proceedings brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment.

2. Remedies on Default. Whenever any Event of Default referred to in Section (F)(1) of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of ninety (90) days' written notice by the City to the Developer and the holder of the First Mortgage of the Event of Default, but only if the Event of Default has not been cured within said ninety (90) days and the Developer does not provide assurances to the City reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- (a) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.
- (b) If prior to the making of the Economic Development Grant by the City, the City may cancel and rescind this Agreement.
- (c) If subsequent to the making of the Economic Development Grant, the City shall be entitled to a refund of all amounts paid to the Developer and may take action, including any legal action it deems necessary, to recover such amounts from the defaulting party.
- (d) The City may draw upon any guarantee or security provided to the City pursuant to any of the terms of this Agreement according to its terms.
- (e) The City may take any action, including legal or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or recover any damages resulting from or caused by the Event of Default, or to enforce performance and observance of any obligations, agreement, or covenant of the Developer under this Agreement.

3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that the defaulting party shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

G. Miscellaneous Provisions.

1. Conflict of Interest. The Developer agrees that, to the best of its knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

2. Non-Discrimination. In carrying out the construction and operation of the Urban Renewal Project, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or gender identity. The Developer and Lessee shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, sex, national origin, age, disability, sexual orientation or gender identity.

3. Notices and Demands. A notice, demand or other communication under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

For the Developer:

YMCA of Washington County
121 East Main Street
Washington, Iowa 52353
ATTN: Director

For the City:

City of Washington, Iowa

215 E. Washington Street
Washington, Iowa 52353
ATTN: City Administrator

or at such other address with respect to any party as that party may from time to time designate in writing and forward to the others as provided in this Section.

4. Memorandum of Agreement. The parties agree to execute and record a Memorandum of this Development Agreement in a form approved by both parties. The Developer shall pay all costs of recording.

5. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties.

Young Men's Christian
Association of Washington, Iowa, Inc.

City of Washington:

By: _____

Sandra Johnson, Mayor

Print name and title

ATTEST:

Illa Earnest, City Clerk

*Brent Hinson, City Administrator
Sandra Johnson, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney*



*215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax*

Memorandum

April 22, 2016

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

Re: Garbage Contract

The City has a three-year contract for solid waste and recycling pickup with Luke Waste Management, which expires on June 30, 2016. I have prepared the attached RFP document for your review. This is very similar to the document the City issued in 2010 and 2013; changes relative to the 2013 RFP are marked up in this version of the document.

I you approve, I would plan to get this RFP out to vendors as soon as possible, so that we have time to get everything done prior to the end of the fiscal year and current contract expiration.

I look forward to discussion at the meeting.

Request for Proposals Solid Waste and Recyclable Materials Collection Services

CITY OF WASHINGTON, IOWA

Any alterations to this document made by the Contractor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the City of Washington.

1.0 Purpose/Objective

The City of Washington, Iowa (hereinafter, "City") has issued this Request for Proposals (hereinafter, "RFP") for the purpose of obtaining proposals from interested and qualified Contractors to collect and dispose of Residential Solid Waste and Recyclable Materials.

1.1 Background

The City currently operates its solid waste collection services through a Contractor that collects residential garbage and residential recyclable materials. The City has a residential customer base of approximately 2,571 units for once-a-week solid waste collection. The City has issued 2,065 recycling carts to these customers for use in the Recyclable Materials collection program.

The City expects that customers will continue to supply their own solid waste containers or use plastic garbage bags. The City also anticipates that it will continue to issue recycling carts (four container units) at its expense for use by eligible residents.

The City also expects that it will continue to charge residents for solid waste collection services through a per bag sticker (~~currently \$1.50~~ set to be \$1.85 at 7/1/16), a bulky item sticker (currently \$6) and a per container sticker (~~currently \$75~~ set to be an \$87.50 annual sticker per 35 gallon container at 7/1/16, ~~although the City Council will consider in the near future a higher rate for larger containers~~). The City will order all such unit-price stickers and keep the revenue generated, except for bulky item stickers, for which the Contractor will be reimbursed ½ of the sticker price. The City reserves the right to establish and amend the fees it charges residential customers for solid waste and recyclable materials collection and disposal services.

1.2 Inquiries

For purposes of properly addressing any questions related to this RFP equitably with all interested parties, parties that may have interest in bidding on the contract are asked to provide some electronic means of contact (e-mail or fax preferred) as soon as practical upon receipt of this RFP. Direct questions related to this RFP should be directed to Brent Hinson, City Administrator. Submit such questions in writing, via email (preferred) to bhinson@washingtونيowa.net, or by fax at (319) 653-5273. Please include the RFP page and paragraph number for each question in order to ensure that questions asked are responded to correctly. Answers to any RFP questions will also be posted on the City's website at www.washingtونيowa.net.

Prospective Contractors must clearly understand that the only official answer or position of the City will be the one stated in writing.

1.3 Method of Source Selection

The City is using the Competitive Sealed Proposals method of source selection, for this procurement. An award, if made, will be made to the responsible Contractor whose proposal is most advantageous to the City.

The City may, as is deemed necessary, conduct discussions with responsible Contractors that have been determined to be reasonably suspected of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

1.4 Projected Timetable

RFP Issued: ~~May 23, 2013~~ April 27, 2016

Proposal Closing Date and Time: ~~June 5, 2013~~ May 26, 2016 at 2:00 pm

Opening of Sealed Proposals: ~~June 5, 2013~~ May 26, 2016 at 2:00 pm

Projected Award Date: ~~June 5, 2013~~ May 31, 2016

Projected Contract Execution: ~~June 6, 2013~~ June 1, 2016 or as soon as practical

Projected Contract Start Date: July 1, 20136

2.0 General Description of Required Performance Outcomes

At a minimum, the contractor must achieve and maintain the performance outcomes listed below, and remain consistent with performance standards agreed to by all parties through a contract as a result of this RFP. Contractors may propose additional performance outcomes or services beyond those minimally required by this RFP and may offer to charge additional fees for such outcomes or services.

2.1 Scope of Work

Service(s) to be provided include residential solid waste collection and disposal services and residential recyclable materials collection services. The City anticipates that the terms of the sample contract (Exhibit A) will form the basis for a contract with the selected Contractor.

The Contractor shall collect weekly all municipal solid waste at the curbside and deposit such waste at the SEMCO landfill located near Richland, Iowa.

The recycling program should include, but not be limited to, newspaper, cardboard, plastic, aluminum, tin and glass. All recyclable materials shall be sorted and collected weekly at the curbside and transported to the Washington County Recycling Center, 2170 Lexington Boulevard, Washington, Iowa.

The City will direct all calls regarding complaints and/or questions about solid waste or recycling collection to the Contractor. The contractor is expected to be reasonably available and responsive to inquiries from City staff and the general public throughout the contract period.

2.2 Newly Developed and Annexed areas

The contractor will, within five (5) days of notification by the City, provide collection services of the same frequency and quality otherwise required of this contractor to newly developed and or newly annexed areas. As new residential units are constructed and occupied within the City, the Contractor shall, after proper notification by the City, provide all services as required by the Agreement on the next scheduled day of collection following notification.

2.3 Proposal Cost Format

Proposals must be in the following format to be considered as the RFP Cost Format. Rates must include all fees, charges, surcharges, and extra pick-ups. Contractor may offer City other offerings or service enhancements as part of the proposal. Proposals shall provide the:

- Monthly rate for one time per week residential garbage service using resident-owned container(s) per month per unit.
- Monthly rate for one time per week residential recyclable materials collection services per cart issued by the City (at the same address as garbage service).
- Monthly rate for the collection of solid waste and recyclable materials from city-owned properties in accordance with Section 3 of the sample contract.
- The rate per eligible residential customer per Spring Clean-up or Fall Clean-up event, respectively.
- The rate per appliance for collection and proper disposal.

2.4 Landfill Cost Increase Surcharge

The City will allow a pass-through surcharge for future landfill tipping fee increases at the SEMCO landfill. This tipping fee surcharge applies only to a part of the monthly charges that may be attributable to landfill costs. For the purposes of this surcharge, the parties will agree that tipping fees constitute 35 percent of the monthly charge for solid waste collection and disposal services. (For example, assume landfill charges comprise 35 percent of the cost for service, the monthly per household charge is \$3.00 and the tipping fee increase is 15 percent. As such, $\$1.05 (3.00 \times .35 = 1.05)$ of the monthly charge that is allocated to tipping fees shall increase by 15 percent to $\$1.27 (1.05 \times 1.15 = 1.27)$. The new household rate due to the surcharge will be $\$3.22$ per month $(\$3.00 + (1.27 - 1.05) = 3.22)$.) The same principle will be applied in reverse should landfill tipping fees decrease, in that this decrease in cost will be passed along to the City.

3.0 Constraints on Contractor

The Contractor shall perform service in accordance with the City of Washington Municipal Code of Ordinances Chapters 105 and 106.

4.0 Contractor's Personnel Requirements

The Contractor must provide a central point of contact person(s) to ensure coordination of each service and/or program, as well as individuals that have the necessary expertise to ""troubleshoot" the provided solution.

5.0 Contractor's Responsibilities

Before submitting a proposal, each Contractor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Contractor from any obligation to comply with every detail and with all provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Contractor.

6.0 Terms and Conditions of Contract for Services

A contract resulting from this RFP shall be subject to the terms and conditions set forth in the attached sample contract for the Collection of Residential Solid Waste in the City of Washington, Iowa. (*See Exhibit A*).

7.0 Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposal. Failure to comply with all provisions of the RFP may result in disqualification.

7.1 Acknowledgement of Insurance Requirements

By signing its proposal, the Contractor acknowledges that it has read and understands the insurance requirements for the proposal as set forth in the sample contract. The Contractor also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Contractor's proposal.

7.2 Delivery of Proposals

All proposals shall include Exhibit B completed and shall be addressed, sealed and delivered before 2:00 o'clock p.m. on ~~June 5, 2013~~ May 26, 2016 to:

Solid Waste RFP
ATTN: Illa Earnest, City Clerk
City of Washington
215 E. Washington Street
Washington, IA 52353

The City will not accept any proposals received after the date/time stated herein, and shall request Contractor to make arrangements to retrieve late proposals. The City shall not bear the responsibility for proposals delivered past the stated date and/or time, or to an incorrect address by Contractor's personnel or by the Contractor's outside carrier.

7.3 Evaluation of Proposals (Procedure)

The City will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Contractors should exercise care in reviewing the proposal format required for this RFP.

City Officials shall then score all proposals based upon the evaluation factors detailed herein.

The City of Washington reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the City of Washington or a submission of a proposal to the City of Washington offers no rights upon the Contractor nor obligates the City in any manner. The City reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the City as determined by the City Council.

7.4 Ambiguity, Conflict, or Other Errors in the RFP

If a Contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. City officials will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the City Administrator.

The Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

7.5 Proposals and Presentation Costs

The City will not be liable in any way for any costs incurred by any Contractor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

7.6 Rejection of Proposals

The City reserves the right to accept or reject in whole or in part any or all proposals submitted. The City shall reject the proposal of any Contractor that is determined to be non-responsive. The unreasonable failure of a Contractor to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

7.7 Acceptance of Proposals

The City shall accept all proposals that are submitted properly. However, the City reserves the right to request clarifications or corrections to proposals.

7.8 Requests for Clarification of Proposals

Requests by the City for clarification of proposals shall be in writing. Said requests shall not alter the Contractor's pricing information contained in its proposal.

7.9 Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the submission date.

7.10 Response Format

Proposals should be prepared simply and economically, providing a straightforward concise description of the Contractor's approach and ability to meet the City's needs, as stated in the RFP.

7.11 No Lobbying

To ensure fair consideration for all prospective bidders throughout the duration of the formal solicitation process, the City prohibits communication whether direct or indirect, regarding the subject matter of the bid or specifications by any means whatsoever whether oral or in writing with any elected official from the issuance of specifications until Mayor and Council makes the award. Communications initiated by the bidder may be grounds for disqualifying the offending bidder from consideration of award or any future bid.

City of Washington, July 1, 201~~36~~⁶ - June 30, 201~~69~~⁹

**SAMPLE CONTRACT FOR THE COLLECTION OF
RESIDENTIAL SOLID WASTE IN THE CITY OF
WASHINGTON, IOWA**

This Contract made and entered into this 1st day of July, 201~~36~~⁶, by and between the City of Washington, Iowa (hereinafter referred to as "City"), and _____ (hereinafter referred to as "Contractor").

WITNESSETH:

Whereas, the Contractor is qualified to provide solid waste collection services; and

Whereas, the City desires a Contractor to collect solid waste, as it is defined in this contract, within the boundaries of the City.

Now, therefore, in consideration of mutual covenants, agreements and considerations contained herein, the City and Contractor hereby agree as follows:

SECTION 1 - DEFINITIONS

A) "Solid Waste" shall mean the materials named in the following classifications:

- 1) "Garbage" shall mean and include kitchen and table refuse, and other accumulations of animal, fruit, or vegetable matter that attend or result from the preparation, use, consumption, decay, growing, handling, or storage of meats, fish, fruits, or vegetables, and all wrappings and containers of said refuse.
- 2) "Refuse" shall mean and include all other accumulations of waste matter or materials, which can be properly placed in suitable containers or properly bundled, except hazardous materials. The total weight of each container or bundle filled with refuse shall be less than 75 pounds.
- 3) "Bulk Waste" shall include all other large items of solid waste such as such as couches, bed mattresses, televisions, etc., except car bodies; construction and demolition waste not placed in approved containers and exceeding 150 pounds per weekly collection; commercial tree trimmings; and hazardous materials.
- 4) "Hazardous Material" shall include but not be limited to: hot ashes, explosive materials, rags, or other waste soaked in volatile or inflammable materials, drugs, poisons, paints, household chemicals with hazardous warning labels, radioactive materials, soiled dressings, clothing, bedding, or other materials which may present a special hazard to collection or disposal personnel or

equipment, or to the general public.

B) “Owner” shall mean, in addition to the record title holder, any person residing in, renting, leasing, occupying, operating, or transacting business in any premise, and as between such parties the duties, responsibilities, liabilities, and obligations hereafter shall be joint and several.

C) “Residential Premises” shall mean and include single family dwellings and any multiple family dwelling not exceeding four (4) separate family quarters, in Washington, Iowa, but shall not include mobile home parks.

D) “Commercial and business premises” shall mean and include:

- 1) multiple family dwellings exceeding four (4) separate family quarters;
- 2) ordinary commercial and business places; properties which include both a commercial and a residential use shall be considered as commercial premises if the commercial activity is the major use of the property or if the overall weekly collection exceeds 150 pounds, as determined by the City.
- 3) schools, hospitals, colleges, churches, nursing homes, and other semipublic institutions, including mobile home parks.

E) “Spring Cleanup” and/or “Fall Cleanup” shall mean the once per year or twice per year collection from residential premises of large size and/or large quantities of household refuse, including furniture, appliances, and other items not otherwise normally collected during the regular weekly solid waste and recyclable materials collection programs, but excluding items provided in Exhibit A.

F) “Recyclable Materials” shall mean the refuse items (such as paper, cardboard, plastics, glass and metals) that the City determines shall not be transported to a landfill, but, instead, transported to the Washington County Recycling Center, 2170 Lexington Boulevard, Washington, for processing.

SECTION 2 - EXCLUSIVE RIGHT

The Contractor shall be the only person, firm, or corporation allowed to provide residential solid waste collection services within the City, except as authorized in writing by the City Council, to the extent permitted by law.

SECTION 3 – SERVICE

The services to be performed shall include:

A) Once a week collection of solid waste from all single family residential units within the City at such a place or places as may be permitted as provided in this contract.

B) Once a week collection of solid waste from all multiple dwelling units, up to and including four (4) units, within the City, which shall have a common location at each complex for the depositing of solid waste.

C) Once a week collection of recyclables from a City-owned residential recycling trailer located in downtown at a mutually agreeable site, primarily for the use of, but not limited to, downtown residents.

D) Once a week collection of solid waste from the following City facilities: Waterworks Plant, Wastewater Treatment Facility, Maintenance/Construction Department Garage, Public Library, and Elm Grove cemetery.

E) Twice a week collection of solid waste from the following City facilities: Municipal Building, Green Field (Case Field), North Park (north of Stewart School), Central Park, Sunset Park, Sunset Park swimming pool, and public refuse containers located on the right-of-ways around the Square and up to four blocks each way from the Square.

F) Once per week collection of Recyclable Materials from Residential Premises and City facilities identified in paragraphs D and E above, respectively.

SECTION 4 – TERM

The term of this contract shall be for the period beginning July 1, 2013³⁶ and ending June 30, 2016⁶⁹. This agreement may be extended for additional periods in twelve (12) month increments by mutual advance agreement of the parties.

SECTION 5 - COLLECTION HOURS AND DAYS

The usual days for collection of residential solid waste in the City shall be Monday through Thursday, between the hours of 6:00 A.M. and 5:00 P.M. inclusive.

When a usual day for collection is one on which the holidays of New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, or Christmas are celebrated, collection will be one day after the usual day for the balance of that week. The Contractor shall provide sufficient personnel and equipment to complete within one day the Collection of solid waste presented for collection in each approved collection route.

Spring Clean-up shall be scheduled to occur during the last two weeks of April. The City may direct the contractor to vary the times of Spring Clean-up or to cancel such Spring Clean-up programs.

SECTION 6 - COLLECTION VEHICLES

The Contractor shall use, for collection of residential solid waste, "packer-type" vehicles, which include mechanical or hydraulic devices for packing or compressing solid waste, and which shall be leak proof. Should any solid waste be dropped or spilled in collecting,

transferring, or transporting, it shall immediately be cleaned up. A broom and a shovel shall be carried on each vehicle at all times for this purpose. All solid waste-conveying vehicles and equipment shall be kept clean and sanitary at all times. All vehicles and equipment used in the collection of solid waste under this contract, if they remain in the City after working hours, shall be stored within clean, sanitary quarters, and shall bear no residual solid waste when not in use. The contractor shall have access to "back-up" vehicles in case of breakdowns.

SECTION 7 - ROUTES AND PICKUP POINTS

The Contractor shall establish regular routes, as approved by the City, for the collection of residential solid waste and recyclable materials. Collection from residential premises adjacent to the Square is covered under this contract.

The residents of each route shall be informed by the City of the day of collection, and such schedule shall be adhered to as nearly as it is practical.

The Contractor shall make collections from the curb on the street in front of each residential premises. Collections around the Square shall be made using alleys where possible.

Collection from a multi-family dwelling building [up to and including four (4) units] shall be made at one location.

SECTION 8 - APPROVED CONTAINERS

A) Solid Waste shall be placed in containers or bags approved by the City. Bags may be placed in rigid containers manufactured for solid waste. The bags must be closed and if placed in rigid containers must be easily removed. The Contractor shall not willfully damage containers. After the Contractor empties a container, he shall return it to the same location with the lids replaced. The Contractor shall collect waste from such bags or containers only if the appropriate City-issued garbage stickers are affixed.

B) Residents shall place Recyclable Materials in containers and carts provided by the City.

SECTION 9 - SPECIAL AND HAZARDOUS MATERIALS

A) The Contractor shall not be required to collect (and residents are forbidden by ordinance to deposit in a solid waste container for City collection) any hazardous material, refuse, or waste, including compact fluorescent bulbs containing mercury.

B) The Contractor is prohibited to collect any yard waste, including leaves, grass clippings, garden waste, brush, or trees, including the collection of any material from containers (not to include kitchen scraps) which have yard waste mixed with other materials. The collection of yard waste is covered under a separate City contract.

C) The Contractor is prohibited to collect lead acid batteries, waste oil, and beverage

cartons, as specified by State Code, for transportation to the landfill.

SECTION 10 – HAULING

All solid waste hauled by the Contractor shall be contained or enclosed so as to prevent leaking, spilling, or blowing. In the event of any spillage, the Contractor shall immediately clean up the spilled solid waste. A broom and shovel shall be carried with the vehicle at all times for this purpose.

SECTION 11 - TITLE TO WASTE

Except for recyclable materials, title to all waste shall be vested in the Contractor upon being placed in his vehicle.

SECTION 12 – DISPOSAL

A) All solid waste for disposal shall be hauled by the contractor to the landfill site established by Southeast Multi-County Solid Waste Agency provided that nothing herein shall be construed as prohibiting the use of dirt, stone, brick, or similar inorganic material for fill, landscaping, excavation, or grading at places other than said landfill disposal site.

B) The Contractor shall be responsible to avoid collecting the specified recycled items from households included in the City Recycling Program, as much as possible. There will be no extra compensation for this work. A list of participating residential households is available from the City Clerk. The Contractor will receive written notice by the City in advance of any changes in the recycling programs.

C) The Contractor shall collect and sort the recyclable materials at the curbside and transport such materials to the Washington County Recycling Center at 2170 Lexington Blvd., Washington.

SECTION 13 - EQUIPMENT

The Contractor shall furnish all labor, equipment, tools and personnel for the operation of said collection service.

SECTION 14 – INSURANCE

The Contractor agrees to hold the City, its officers, and employees free and harmless from any loss, damage, or liability resulting from his operations under this contract. The Contractor also agrees to carry insurances as follows:

A) Public Liability - The Contractor shall carry a minimum coverage for personal injury of \$250,000 per person and \$500,000 per accident insuring both the Contractor and the City; also the Contractor shall carry a minimum of \$100,000 property damage public liability insurance.

B) Motor Vehicle Liability Insurance - The Contractor shall carry a minimum of

\$250,000 per person, and \$500,000 per accident, involving bodily injury as a result of motor vehicle accident; and \$100,000.00 property damage coverage per motor vehicle accident.

C) Worker's compensation and occupational diseases insurance shall be carried by the Contractor within the statutory limit.

The Contractor shall file with the City Clerk and maintain certificates of insurance, showing insurance required by this section to be in full force at all times during the term of this contract.

SECTION 15 - CHARGES AND RATES

A) Regular Collection Program. The City agrees to pay the Contractor for all services as stated for the collection and disposal of solid waste the sum of _____ (\$X.XX) per occupied dwelling unit per month, payable on or about the first day of each month for the immediately preceding month. The total number of occupied dwelling units will be determined on a regular basis by the City based upon the total number of residential water meters in service.

B) Recyclable Materials Collection Program. The City agrees to pay the Contractor for all services associated with the Recyclable Materials Collection Program at the sum of _____ (\$X.XX) per recycling cart issued by the City per month.

C) Spring Clean-up or Fall Clean-up. The City agrees to pay the Contractor for all services associated with Spring Cleanup or Fall Cleanup at the sum of _____ (\$X.XX) per eligible dwelling unit (as determined by paragraph A above) for each clean-up event, plus _____ (\$X.XX) per appliance affixed with a city-issued appliance sticker.

D) The City agrees to pay the Contractor the sum of \$_____ per month for all solid waste and recyclable materials collected from city-owned facilities, in accordance with Section 3 herein.

E) The Contractor agrees to provide pickup of residential recycling as needed, at a rate of \$_____ per dump. The Contractor agrees to provide cardboard pickup from the same site on a weekly basis at no additional charge.

F) The Contractor agrees to pay all SEMCO tipping fees incurred by the Contractor pursuant to this Agreement.

G) Landfill Cost Increase Surcharge. The City agrees to pay pass-through surcharges for future landfill tipping fee increases charged by the SEMCO landfill. The tipping fee surcharge applies only to a part of the monthly charges that may be attributable to landfill costs, and, for the purposes of this surcharge, the parties agree that tipping fees constitute 35 percent of the monthly charge for solid waste collection and disposal services. (For example, assume landfill charges comprise 35 percent of the cost for service, the monthly per household charge is \$3.00 and the tipping fee increase is 15 percent. As such, $1.05 (3.00 \times .35 = 1.05)$ of the monthly charge that is allocated to tipping fees shall increase by

15 percent to \$1.27 ($1.05 \times 1.15 = 1.27$). The new household rate due to the surcharge will be \$3.22 per month ($\$3.00 + (1.27 - 1.05) = 3.22$). The same principle will be applied in reverse should landfill tipping fees decrease, in that this decrease in cost will be passed along to the City.

SECTION 16 – COMMERCIAL

The Contractor shall have the right to contract with any commercial establishments within the City, in accordance with City Code, for the collection and hauling of solid waste at any rate agreed upon by the commercial establishments and the Contractor.

SECTION 17 - FAILURE TO PERFORM

In the event that the Contractor shall fail or refuse to perform his duties and obligations, or shall become insolvent or shall become the subject of processing in bankruptcy (including any procedures under the bankruptcy laws of the State of Iowa), or shall become the subject of any proceedings for the appointment of a receiver, or in the event of any assignment by the Contractor for the benefit of its creditors, or the taking of its trucks, equipment, vehicles, or other facilities used in connection with the performance of the work under any execution against the Contractor, in such events, the City of Washington, Iowa may, at its option upon five (5) days written notice, declare the Contractor to be in breach of this Agreement and declare same canceled and terminated and shall, in addition, be entitled to recover any damages and take such other action and seek other remedies as may be permitted by law.

SECTION 18 - COMPLAINTS

All complaints shall receive a response from the Contractor within 24 hours. The Contractor shall provide a local or toll-free telephone number or answering service, staffed continuously from 8 A.M. to noon and from 1 P.M. to 5 P.M. Monday through Friday, except holidays. An answering machine will not be acceptable. This telephone number shall be prominently advertised at least once per week for at least two months in the local newspaper and until such time as it can be prominently listed in the local telephone directory in the white and yellow pages.

SECTION 19 - CONTRACTOR PERSONNEL

The Contractor shall assign a qualified person or persons to be in charge of services under this contract, and shall give the name of such a person or persons to the City. Any information regarding experience shall also be furnished. Each employee of the Contractor shall at all times carry a valid operator's license for the type of vehicle he is driving. The City may request the dismissal of any employee of the Contractor who violates any provision hereof, or is wanton, negligent, or discourteous in the performance of his duty. The Contractor shall provide operating and safety training for all personnel. At least one employee of each collection crew shall be trained in first aid, and each vehicle shall be equipped with a first aid kit. No person shall be illegally denied employment by the Contractor.

SECTION 20 - COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this contract in compliance with all applicable laws, including the laws of the State of Iowa, The United States of America, and the City of Washington.

SECTION 21 – INDEMNITY

The Contractor will indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney fees incident to any work done in the performance of this contract. The City reserves the right to retain independent counsel of its choice in the event of any dispute or legal action.

SECTION 22 – ASSIGNMENT

No assignment of this contract or any right occurring under this contract shall be made in whole or in part by the Contractor without the express written consent of the City. In the event of any assignment with the approval of the City, the assignee shall assume all liability of the Contractor under this agreement.

SECTION 23 - PERMITS AND LICENSES

The Contractor shall obtain, at his own expense, all permits and licenses required by law or ordinances, and shall maintain the same in full force and effect.

SECTION 24 - EXCLUSIVENESS OF CONTRACT

The Contractor may provide, upon a non-exclusive basis, for collection of solid waste and rubble from commercial and industrial places of business within the City, upon reaching agreement with owner or operator thereof. The Contractor shall not be deemed to preclude any person in charge of industrial or commercial property from entering into a contract for solid waste or rubble removal with any other person, firm or corporation licensed to carry on this type of business by the City.

SECTION 25 - LIQUIDATED DAMAGES

The Contractor shall pay the sum of One Hundred Fifty Dollars (\$150) as liquidated damages, plus the daily rate based on the bid quotation price, to the City of Washington, Iowa, for each and every day that the Contractor shall fail or refuse to perform his duties and obligations or to comply with the provisions of the contract documents. The Contractor shall further pay as liquidated damages, the sum of Ten Dollars (\$10) for each dwelling pickup point which, after investigation by the City, has been determined by said City to have been missed on any collection day; provided, however, that the Contractor shall not be penalized for a missed collection point if a pickup at any such pickup point is subsequently made within twenty-four (24) hours of the appointed pickup time.

The above described damages shall be deducted from any sums of money that may be due or shall become due to the Contractor under this agreement.

The Contractor shall not be so penalized as hereinabove provided if such failure shall be beyond his control due to acts of God.

SECTION 26 - RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor or any provisions hereof shall in no way effect the right of the City thereafter to enforce the same, nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 27 – LIMITED REOPENER RIGHTS RESERVED

The City reserves the right to reopen the contract for the purposes of negotiating amended terms related to any possible mid-term changes to the intergovernmental agreement regarding the Washington County Recycling Center, or for such additional purposes as may be mutually agreed upon. Any such changes, including any increase or decrease in the Contract prices, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated as written amendments to this Contract.

SECTION 28 – NOTICE

A letter addressed and sent by certified United States mail to either party at its business address shown hereinafter shall be sufficient notice whenever required for any purpose in this agreement:

City: City of Washington
215 E. Washington Street
Washington, Iowa 52353

Contractor: _____

SECTION 29 - CITY COUNCIL OF WASHINGTON

Wherever in this agreement reference is made to actions that must be taken by the City, it shall mean the City Council of Washington, Iowa, or its delegated representative.

SECTION 30 - EFFECTIVE DATE

This contract shall become effective and the Contractor shall begin collection of solid wastes under this contract immediately upon its execution by the parties.

City of Washington, Iowa

CONTRACTOR

By Sandra Johnson, Mayor

By

ATTEST:

By Illa Earnest, City Clerk

SOLID WASTE/RECYCLING SERVICES PROPOSAL

Name of Contractor:

Address:

Phone Number:

Name of Principal and
email address::

PROPOSED CHARGES

	Effective 7/1/201 3 ⁶	Effective 7/1/201 4 ⁷	Effective 7/1/201 5 ⁸
Monthly rate for one time per week residential garbage service using resident-owned container(s) per month <u>per unit</u> .	\$	\$	\$
Monthly rate for one time per week residential recyclable materials collection services <u>per cart</u> issued by the City (at the same address as garbage service).	\$	\$	\$
Monthly rate for the collection of solid waste and recyclable materials from city-owned properties in accordance with Section 3 of the sample contract.	\$	\$	\$
The rate per eligible dwelling unit <u>per</u> Spring Clean-up or Fall Clean-up <u>event</u> , respectively.	\$	\$	\$
The rate <u>per appliance</u> for collection and proper disposal.	\$	\$	\$

NOTE: The City agrees to pay a surcharge to cover future SEMCO landfill cost increases pursuant to sample agreement Section 15 (F).

NARRATIVE

Please include the following information in your proposal:

- Describe your Company's experience and qualifications
- Describe your customer service program in detail.
- Provide resumes of key employees.
- Provide references of other cities, if available, or other customers. Include the contact name, position, phone number, and email address.
- Describe your truck fleet and type of recycling trailers that will be utilized.

*Brent Hinson, City Administrator
Sandra Johnson, Mayor
Illa Earnest, City Clerk
Kevin Olson, City Attorney*



*215 East Washington Street
Washington, Iowa 52353
(319) 653-6584 Phone
(319) 653-5273 Fax*

Memorandum

April 22, 2016

To: Mayor & City Council
Cc: Illa Earnest, City Clerk

From: Brent Hinson
City Administrator

Re: Lincoln Elementary No Parking Request

We received the attached request from Lincoln Elementary School last week, and I have since discussed with Principal Dave Hoffman to refine the request somewhat. What we are now recommending is a pickup/dropoff zone that would be similarly handled to the one we put in place at the Middle School. This "no parking" zone would stretch about 400 feet in the midblock area on South 6th Avenue between Van Buren and Monroe. The parking restriction would be in effect on school days from 7:30 a.m. to 4:00 p.m. While we were making this ordinance change, I also propose to fix the times in the ordinance for the parking restrictions on South 4th Avenue (the ordinance currently says this is in effect from 8-4, but the signs say 7:30-4).

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WASHINGTON, IOWA, BY AMENDING CHAPTER 69.08 “NO PARKING ZONES”- VICINITY OF LINCOLN ELEMENTARY SCHOOL

BE IT ORDAINED by the City Council that the Code of Ordinances of the City of Washington, Iowa be amended as follows:

SECTION 1. **Delete Paragraph.** Section 69.08, “No Parking Zones”, Paragraph 37, is hereby repealed.

SECTION 2. **New Paragraph.** A new Section 69.08, “No Parking Zones”, Paragraph 37 is hereby adopted as follows:

“37. South Fourth Avenue in the vicinity of Lincoln School:

- a. On the east side, beginning at a point two hundred (200) feet south of the centerline of East Monroe Street and extending south to a point two hundred (200) feet south of the centerline of East Jackson Street, from 7:30 a.m. to 4:00 p.m. on school days.
- b. On the west side, beginning at a point one hundred (100) feet south of the centerline of East Monroe Street and extending south to a point one hundred seventy feet (170) feet south of the centerline of East Jackson Street, from 7:30 a.m. to 4:00 p.m. on school days.”

SECTION 3. **New Paragraph.** A new Section 69.08, “No Parking Zones”, Paragraph 86 is hereby adopted as follows:

“86. South Sixth Avenue in the vicinity of Lincoln School, on the west side, beginning at a point two hundred fifty (250) feet south of the centerline of East Monroe Street and extending south to a point four hundred (400) feet north of the centerline of West Van Buren Street, from 7:30 a.m. to 4:00 p.m. on school days.”

SECTION 4. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. **Effective Date.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2016.

Sandra Johnson, Mayor

Attest:

Illa Earnest, City Clerk

Approved on First Reading: _____

Approved on Second Reading: _____

Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day
of _____, 2016.

City Clerk

Lincoln Elementary School
Pickup/Dropoff Area Request
April 2016

End of restricted parking zone

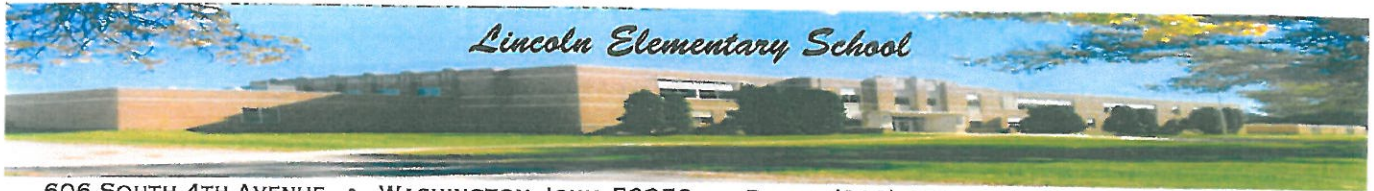
400 feet

Start of restricted parking zone

Restricted area would have signs
saying "No Parking 7:30 AM to 4:00
PM on School Days" and "Student
Drop-Off and Pick-up Area"

S 6th Ave





606 SOUTH 4TH AVENUE • WASHINGTON, IOWA 52353 • PHONE (319) 653-3691 • FAX (319) 653-6800
DAVID HOFFMAN, PRINCIPAL • SONYA STANERSON, GUIDANCE • CINDY GUY, SECRETARY

Dear Washington City Council:

Lincoln Elementary uses the street on the back of the Lincoln property for pick up and drop off. We would like to request the placement of two signs on that part of the street. The signs are shown below. The street would be South 6th Ave and I have attached a map showing the location.

We have had several complaints about this situation. We would appreciate your consideration on allowing us to have, "PICK-UP AND DROP-OFF ONLY / NO PARKING " signs placed on this street. I will try and be at the next council meeting on Lincoln's behalf. If you have questions or concerns, please give me a call at 319-653-3691.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Hoffman".

Dave Hoffman
Principal, Lincoln Elementary

